

Supreme Court, U.S.

FILED

SEP 1 1989

JOSEPH F. SPANIOL, JR.
CLERK

No. 89-116

SUPREME COURT OF THE UNITED STATES

Spring Term 1989

JERRY GRONQUIST, d/b/a GRONK'S

DONUT AND SANDWICH SHOP,

Petitioner,

v.

BOULDER URBAN RENEWAL AUTHORITY;

DOUGLAS L. HOUSTON, EXECUTIVE DIRECTOR OF BURA;

THOM MANN, individually and as REAL ESTATE AND

RELOCATION OFFICER OF BURA;

Respondent.

REPLY BRIEF IN SUPPORT OF PETITION FOR WRIT OF
CERTIORARI TO THE COURT OF APPEALS OF COLORADO

Jerry Gronquist, pro se
1539 Madison Court
Louisville, CO 80027
(303) 666-9421

September 1, 1989



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QUESTION PRESENTED BY PETITIONER:

Whether a leasee is constitutionally entitled to compensation for loss of a profitable business which is destroyed by the taking of the leasehold premises for a governmental purpose.

Respondents refusal to give plaintiff the money to purchase a grease trap ventilation hood required of his business under boulder County health regulations amounted to or at least resulted in a deprivation of property in violation of the due process clause of the United States Constitution. However, respondents' statement of the issue in terms of "refusal to give plaintiff the money to purchase a grease trap ventilation hood," does not do justice to the true nature of the controversy.

First respondents, the Boulder Urban Renewal Authority referred to as BURA, have misrepresented themselves by stating that "plaintiff refused to accept the \$57,000 and did not relocate his business." The defendants did not give petitioner, Mr. Gronquist, the \$57,000 after he requested the

funds from BURA relocation manager, Tom Mann. This request is verified in a letter from Mr. Gronquist to BURA chairwoman Janet Roberts dated 2 Dec. 1981. As a result of failure to pay money even admittedly due, plaintiff could not relocate his business.

Defendants state that the \$57,000 which amount covered every item of expense except the grease trap ventilation hood. This is not true as there were nine other code items which respondents have not addressed and which are not a part of this litigation.

Petitioner was told by BURA to show his intent to move his business in order to receive BURA relocation monies by providing BURA with a signed lease, cost analysis breakdown and blueprints of this anticipated move. The cost to acquire that information was said to be compensable by BURA. Those expenses of \$10,000 have never been paid even though petitioner has requested reimbursement.

The quotation by the Colorado Court of appeals concerning summary judgement referred to by the respondents, "although hardly a model of clarity," is

an exact reflection of most of Mr. Gronquist's lawyers and some government officials both in Boulder and in Colorado State government. Petitioner has beyond a reasonable doubt evidence showing that statute and regulation were intentionally flouted by public officials to deprive petitioner from receiving just compensation in order to meet BURA's needs. Petitioner did not receive due process in the courts because distribution of \$1,250,000 to the property owner involved was thought to be an over-riding importance by those involved.

In question by the plaintiff was the use of a stipulation of settlement and dismissal. Petitioner was advised by his attorney, Mr. Thorburn, not to sign said stipulation because it would waive his property rights and relocation monies to be paid by BURA. Plaintiff was also advised by attorney Thorburn that the stipulation would waive his ability to be paid for his leasehold from the landlord. Petitioner refused to sign the stipulation when asked later to do so by

his attorney. Thorburn then altered said stipulation by removing petitioner's signature space and signing in petitioner's behalf. The stipulation was tendered to the court and accepted by Boulder District Judge Richard Dana without a power of attorney from petitioner. The stipulation was signed and tendered to the court without petitioner's knowledge and against his will. Why would Mr. Thorburn commit this criminal act? BURA could not distribute \$1,250,000 held in escrow for the property owner without a release from each tenant. The building owners, the Kobey Brothers, were a threat to BURA because they could not be paid for their property without the petitioner's release.

The stipulation was carefully devised to draw attention and blame away from BURA. BURA was aware that plaintiff wouldn't sign a release of his property rights without his assurance of being fully compensated for his business.

Petitioner has now lost some \$25,000 in leasehold improvements, at least \$57,000 in relocation money,

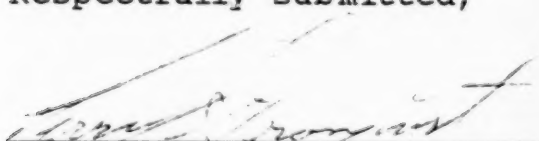
\$10,000 in compensable expenses and his loss of income from both his old location as well as his anticipated new one. He and his family have also encountered substantial personal losses as a result.

Petitioner has been emotionally and physically hurt for the rest of his life by these malicious acts of BURA including being physically disabled by the stress. His life expectancy will be shortened considerably as a result.

Petitioner understands that "defendants request that this court terminate this waste of judicial time and resources" as respondents have been spending tax payers dollars delaying this case for 8 years. BURA can save additional judicial time and resources by agreeing to have this case heard in an impartial court of law.

From the very beginning Mr. Gronquist has been reasonable, honest, and cooperative in dealing with BURA. Petitioner now pleads with the court to apply justice and grant the petition for writ of certiorari to the Colorado Court of Appeals.

Respectfully submitted,



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Appellant
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 3rd day of September, 1989, a true and correct copy of the foregoing Reply Brief in Support of Petition for Writ of Certiorari to the Court of Appeals of Colorado was deposited in the United States mail, postage prepaid and addressed to:

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Supreme Court of Colorado
State Judicial Building, Room 415
2 East 14th Avenue
Denver, Colorado 80203

Jerry Gronquist

STATE OF COLORADO
COUNTY OF BOULDER

The foregoing instrument was acknowledged before me this 3rd day of September, 1989 by Jerry Gronquist. Witness by hand and official seal.

My commission expires Sept 15, 1990

Bonnette Sagnon Roberts
Notary Public

